DOCUMENT RESUME

ED 262 483 EA 018 051

AUTHOR Perryman, Gerald; And Others
TITLE Professional Negotiations in the Washington State Community Colleges: A Database and Process.
INSTITUTION JPL Associates, Yakima, WA.
PUB DATE 85
NOTE 80p.
AVAILABLE FROM Publication Sales, JPL Associates, 211 North 32nd Avenue, Yakima, WA 98902 ($7.50).
PUB TYPE Guides - Non-Classroom Use (055) -- Reports - Descriptive (141)

EDRS PRICE MF01/PC04 Plus Postage.
DESCRIPTORS Administrator Role; *Collective Bargaining; Community Colleges; *Employer Employee Relationship; Faculty College Relationship; *Labor Legislation; *Labor Relations; Models; *Negotiation Agreements; Postsecondary Education; Strikes; Unions
IDENTIFIERS Washington

ABSTRACT

This study provides background information and recommendations for administrators pertaining to collective bargaining in the Washington State Community College System. It begins with a brief overview of the history of the laws and statutes relating to negotiations in the community colleges of Washington, followed by an inventory of the contents and the range of language in the current negotiated agreements. Thereafter, a team management bargaining model is proposed for a broad range of administrative participation in labor relations and negotiations. This involvement entails formal and informal input from administrators as well as full participation of the district negotiating team. In the implementation of this model, the first-line administrators will play a major role in shaping the administrative proposals and subsequent counterproposals; in addition, these administrators will receive intensive inservice training in administering the resulting contract. The final chapter provides recommendations for development of strike plans should the bargaining process fail to resolve contractual disputes. A glossary of collective bargaining terms is included. (TE)

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PROFESSIONAL NEGOTIATIONS IN THE WASHINGTON STATE COMMUNITY COLLEGES

DATA BASE AND PROCESS

Gerald Perryman

A. Bud Langan

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YAKIMA, WASHINGTON

1985

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Labor relations and negotiations are of vital concern to most educational administrators. During the 1979-80 academic year, there were 242 faculty strikes in American colleges and universities. Most of those strikes took place in the community colleges, the most highly unionized segment of higher education. Despite these strikes, many college administrators have not recognized the gravity of the problems posed by the labor relations and negotiations processes. These administrators have not yet adjusted to the new reality of collective bargaining, nor have they accepted the need for training in labor relations.

Due to the complexity of the Washington State Community College System and the dynamic of rapid change which characterizes the colleges within the System, it is essential that a broad base of educational managers be trained for and involved in the negotiations process. In the past a common practice has been for board members or presidents of the colleges to negotiate or to assign one or two administrators to represent the District in negotiations with the faculty. This practice has resulted in many problems which arise after the negotiated contract has been ratified and changes cannot be made. These problems occur because those who negotiated the contract may not have been aware of the operational impact of certain contract items or the possible interpretations of contract language and because information concerning interpretation and implementation of the contract may not have been widely disseminated among the entire administrative staff.

This study consists of the following: A brief overview of the history of the laws and statutes relating to negotiations in the community colleges of Washington; an inventory of the contents and the range of language in the current negotiated agreements in the community colleges of Washington; a proposal for administrative participation in labor relations through a team management bargaining model; and recommendations for development of strike plans should the bargaining process fail to resolve contractual concerns.

The Model proposed in Chapter IV of this study provides for a broad range of administrative involvement in labor relations and negotiations. This involvement entails formal and informal input from administrators as well as full participation of the District negotiating team. In the implementation of this Model, the first-line administrator will play a major role in shaping the administrative proposals and subsequent counter-proposals; in addition, these first-line administrators will receive intensive in-service training in administering the resulting contract. We believe that most elements of this model are readily transferable to other state community college systems.

We firmly believe that the activities and procedures prescribed by this Model will assist the State System, College Districts, and individual administrators in meeting the challenges of today's needs for an effective and productive approach to negotiations and labor relations.

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ACKNOWLEDGEMENTS

The authors wish to acknowledge Ned B. Lovell, Associate Professor of Educational Administration, et. al., at Illinois State University for providing the initial format of tables and item analysis used in this study. A Collective Bargaining Contract Analyzer for Community Colleges was authored by Lovell, et. al., and published in cooperation with the Illinois Community College Trustees Association, Springfield, Illinois, and the Office of the President and the Center for the Study of Educational Finance, Illinois State University, Normal, Illinois.

The focus of the Illinois Monograph and the Washington State Publication was also based upon an article by Piland, Lovell, and Janes, "Team Management Bargaining Model," which appeared in the September, 1981, Community and Junior College Journal.

The authors of this monograph have developed the Administrative Contract Research Team Bargaining Model as outlined in Figure 8.

This publication is an updated edition based upon recent data obtained from current contract agreements.

Our thanks go to the Instructional Deans of the Washington Community College System for their help in this update.

The authors extend special appreciation to Dr. Terrance R. Brown, President of Yakima Valley Community College, for his encouragement and support.

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CHAPTER I

HISTORICAL ANALYSIS OF LAWS AND STATUTES

Community College Act of 1967

Chapter 28B.50 of the Revised Code of Washington (RCW), commonly known as the Community College Act of 1967, provided for the creation of "a new independent system of community colleges" (RCW 28B.50.020). The primary effect of the Act was to separate the existing two-year colleges from the public school districts with which they had been associated and to establish a statewide system of community colleges under the direction of the State Board for Community College Education (SBCCE). The original Act enumerated the 22 community college districts and described the geographical boundaries of each district (RCW 28B.50.040). Community College District #23, Edmonds Community College, was established in 1981 when Snohomish Community College, District #5, was separated into two districts. Everett Community College retained the designation as District #5.

With the notable exception of statutes relating to tenure, the Community College Act of 1967 provides little guidance in the area of faculty governance or labor relations. The Act requires the appointing authority of each district to "provide each faculty member, immediately upon employment, with a written agreement which delineates the terms of employment including all conditions and responsibilities attached thereto" (RCW 28B.50.855). The Act also directs the board of trustees of the various community college districts to "create, no later than January 1, 1970, at each community college or vocational technical institute under their control a faculty senate or similar organization to be selected by periodic vote of the respective faculty thereof" (RCW 28B.50.145).

Chapter 143, Laws of 1965

The Act does not contain provisions for achieving the written agreement required in RCW 28B.50.855, nor does the Act delineate the function, purpose, or responsibilities of the faculty organization required in RCW 28B.50.145.

The basis for these requirements is found in the STATE OF WASHINGTON, CHAPTER 143, LAWS of 1965. Section 1 of Chapter 143 states:

> It is the purpose of this act to strengthen methods of administering employer-employee relations through the establishment of orderly methods of communication between certificated employees and the school districts by which they are employed.

The application of this Chapter to the community colleges is explicitly stated in Section 4 of Chapter 143:

> If in any school district there is a separate employee organization of certificated employees of a community college which organization shall, by secret ballot, have won a majority in an election to represent the certificated employees of the community college, as determined by a secret election, the representatives of the separate aggregation shall have the right, after using established administrative channels, to meet, confer, and negotiate with the board of directors of the school district or a committee thereof to communicate the considered professional judgment of the certificated staff prior to the final adoption by the board of proposed school policies related to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries and salary schedules, and non-instructional duties.

RCW 28B.52

The above provisions of Chapter 143 remained in effect for the community colleges until the adoption of RCW 28B.52 in 1971. The intent of RCW 28B.52 differs little from the intent of Chapter 143. The Declaration of Purpose (RCW 28B.52.010) varies from Section 1 of Chapter 143 only in the terms used to identify the parties to negotiations. Where Chapter 143 spoke of "certificated" employees and "school" districts, RCW 28B.52 uses the terms "academic" employees and "community college" districts. Otherwise, the wording of these sections is identical.

The relationship of Chapter 143, Section 4, to the intent and content of RCW 28B.52.030 is also unmistakable:

> RCW 28B.52.030 Negotiations by representatives of employee organization-Authorized-Subject matter. Representatives of an employee organization, which organization shall by secret ballot have won a majority in an election to represent the academic

> employees within its community college district, shall have the right, after using established administrative channels, to meet, confer and negotiate with the board of trustees of the community college district or its delegated representative(s) to communicate the considered professional judgment of the academic staff prior to the final adoption by the board of proposed community college district policies relating to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries and salary schedules and non-instructional duties.

The obvious differences between Chapter 143, Section 4, and RCW 28B.52.030 are found in the use of the terms "academic" employees and "board of trustees." One significant difference, however, must be noted. While Chapter 143, Section 4, stipulates that the "board of directors of the school district or a committee thereof" will meet with the employee organization representatives, RCW 28B.52.030 provides for the possible use of "delegated representative(s)" to meet with the employee organization representatives. The community college board of trustees is not required to conduct the negotiations but may, in fact, appoint or employ a representative. The implications and significance of this option will be discussed later in this chapter and in the consideration of the administrative team bargaining model portion of this study in Chapter IV.

The role of the State Board (SBCCE) in the negotiations process was limited to fact-finding and mediation. This function was vested in the position of the Director of the State Board by RCW 28B.52.060. The procedures for fact-finding and mediation by the Director were established in 1973 within Chapter 131-34 of the Washington Administrative Code (WAC). The growing complexity of collective bargaining within the community college system and the increased demands for specialists in labor relations led to the transfer of the fact-finding and mediation functions to the Public Employees Relations Commission by an amendment to RCW 28B.52.060 in 1975. This transfer was made possible by the adoption of RCW 41.58, which created the Public Employment Relations Commission. In addition to the fact-finding and mediation activities previously accorded the Director of the SBCCE, RCW 41.58 authorized the Director of the Commission to attempt to reach resolution by inducing the parties to seek other means of settling the dispute. (RCW 41.58.020)

It is interesting to note that the procedures outlined in WAC 131-34 were not repealed until 1979, four years after the transfer of the fact finding and mediation functions from the Director of the SBCCE to the commission.

Clarification of the Statutes

Within the community college system, considerable discussion and debate has been engendered by questions about the meaning and intent of the phrase "to meet, confer, and negotiate." This phrase appears in the previously cited Section 4 of Chapter 143, Laws of 1965, as well as in RCW 28B.52.030 cited above.

A number of legislative efforts to clarify this matter have been undertaken. In 1973, the legislature added the following section to RCW 28B.52:

> RCW 28B.52.200 Chapter's scope limited. Nothing in chapter 28B.52 RCW as now or hereafter amended shall compel either party to agree to a proposal or to make a concession, nor shall any provision in chapter 28B.52 RCW as now or hereafter amended be construed as limiting or precluding the exercise by each community college board of trustees of any powers or duties authorized or provided to it by law unless such exercise is contrary to the terms and conditions of any lawful negotiated agreement.

As in most instances where the meaning and intent of statutes is unclear, the final responsibility for determination rests with the courts. In this particular instance, the clarification came in the ruling by the Supreme Court of Washington as a result of a suit filed by the Columbia Basin College Association of Higher Education.

The suit was filed against the Columbia Basin College Board of Trustees to require the Board of Trustees to negotiate the terms of the contract for the 1974-75 and 1975-76 school years and also to restrain the Board of Trustees from adopting a salary schedule until negotiations had been completed. A judge of the Franklin County Superior Court dismissed the suit, and the Association appealed that decision to the Supreme Court of Washington. In December, 1976, Associate Justice Wright, with the eight other justices concurring, reversed the Franklin County Superior Court decision.

The reversal was based on the fact that since the board had determined "it was desirous of discussing a new master plan, it could not begin discussion and then suddenly declare any and all suggestions scheduled for discussion to be unacceptable" (557 P. 2d 856).

The critical determination in this case as it relates to the meaning of "meet, confer, and negotiate" appears in Justice Wright's discussion of statutory intent:

> In determining the rights, privileges and obligations of community college employees to influence policy formation at these institutions, it is helpful to recall that RCW 28B.52, unlike RCW 41.56 is not a collective bargaining act. The board of trustees of these institutions is under no statutory obligation to reach an accord on uncompromised proposal.
>
> . . .
>
> The intent of RCW 28B.52 is primarily to require that both trustees and employees be receptive to ideas and that communication between the two groups remain open (557 P 2d 855).

The comparison of RCW 28B.52 to RCW 41.56 is significant and provides insight into the differences between a meet and confer law and a collective bargaining law. While RCW 28B.52.030 provides employee representatives the right to meet with the board of trustees or its representatives to "communicate the considered professional judgment of the academic staff," it does not require that an agreement be reached. On the other hand, RCW 41.56.030 (4) defines the collective bargaining process as follows:

> "Collective bargaining" means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter.

The statutory requirement "to confer and negotiate in good faith and to execute a written agreement" is certainly more explicit in intent and meaning than the provisions of RCW 28B.52.

In September, 1977, the Supreme Court of Washington reheard the Columbia Basin College case. Justice Wright upheld the 1976 decisions and, in reviewing the intent of RCW 28B.52.010 and RCW 28B.52.030, determined:

> A reading of the two statutes makes it plan that it is the duty of the board of college trustees to meet, confer and negotiate with the representatives of the academic staff upon proper subjects when the same have been proposed for negotiations by either party (568 P 2d Series 796).

Justice Wright, in this determination, stopped short of requiring the execution of a written agreement.

A Further Consideration

The increased complexity of negotiations and labor relations in the community college system in Washington is evident. This increased complexity is matched by the increased sophistication and bargaining skills of the academic employee representatives. To bargain effectively and productively, the negotiator(s) who represents the community college board of trustees must be aware of and possess a full understanding of applicable laws and regulations. In addition, the board's negotiator(s) must have experience and skill at the bargaining table.

In this era of dwindling financial resources and increasing public demand for accountability, the role of the board's negotiator(s) is more critical than ever; the issues and demands raised by the employee representatives are more forcefully and skillfully presented than ever.

As a result of these pressures, many of the community colleges in Washington have begun to utilize the services of professional negotiators to represent the board of trustees in bargaining with the faculty associations or unions. This use of professional negotiators underscores the significance of the phrase "meet, confer and negotiate with the board of trustees of the community college district or its delegated representative(s)" [emphasis added] which appears in RCW 28B.52.030.

It is an exceptional board member or administrator who possesses the time, the knowledge of the law, and the requisite skills at the bargaining table to achieve an effective negotiated agreement. The utilization of the professional negotiator(s), through the authorization to do so contained in RCW 28B.52.030, has been the response of most district boards of trustees to the increasingly critical nature of negotiations with employee representatives.

The advantages of retaining a professional negotiator are readily obvious. The disadvantages of this approach to negotiations stem from the fact that the professional negotiator is several steps removed from the first-line supervisor, the division dean, who is charged with administering the agreement following the completion of the negotiations process.

The more accessible the negotiator is to the first-line supervisor, the more satisfactory the agreement from the operational point of view. The experience of the division dean and other administrators in managing the current agreement should serve as the basis for proposed revisions to the agreement. A process which provides for communication between all administrators and the negotiator(s) is needed.

The proposed team management bargaining model (Chapter IV) will provide the two-way access and communications between administrators and the negotiator(s) for the district. This model calls for the involvement of all levels of administration in all phases of the negotiations process. In addition, the model addresses the need for extensive in-service training for administrators in the areas of contract interpretation and management. This model represents a problem-solving approach to the difficulties and the demands of today's labor relations.

Research conducted by Langan and Perryman in 1983 and 1984 identified areas of significant concern regarding labor relations and professional negotiations within the Washington State Community College System.

Langan's study surveyed board members, administrators and presidents in the community colleges in Washington. The study provides research data which indicates a significant divergence of opinions relative to the perceived effects of collective bargaining, and lends support to the need for a process of administrative involvement in contract development.

Perryman's study, which focused on the dichotomy of state control vs. local autonomy and the effects of increased state control on local negotiations, noted a trend toward expanded scope of negotiations in the Washington State Community Colleges.

Recent literature reveals that community colleges throughout the nation have experienced increased state controls over traditional bargaining issues such as salaries while the scope of negotiations has expanded to areas such as curriculum matters which had previously been determined by academic departments or college administration.

A diminishing flexibility in administrative functions and the expansion of bargaining scope add even more emphasis to the need for wider involvement of campus administrators in the labor relations/professional negotiations arena.

An additional concern and a further reason for administrative participation in negotiations and preparation for negotiations is the likelihood that the current "meet and confer" statute, RCW 28B.52, will be significantly amended or repealed by a "collective bargaining" law. Such a law would undoubtedly alter current relationships between Boards and faculty representatives and may, unfortunately, result in an increased adversarial bargaining situation.

CHAPTER II

CONTENT ANALYSIS OF CURRENT CONTRACTS FOR COMMUNITY COLLEGES IN WASHINGTON

The Washington community college system is presently composed of twenty-three districts as created by Chapter 28B.50.040 of the Revised Code of Washington (RCW) and as amended in 1981. Twenty-seven colleges operate within the districts; three districts operate multi-campus sites.

For an earlier study, Collective Bargaining and the Community College: A Process Model for Management Teams, all community college districts were requested to submit a copy of their district contract if the district had engaged in collective bargaining. Three districts did not engage in collective bargaining during the 1981-82 period and, therefore, did not submit negotiated contracts. Contracts were obtained from all other districts. These contracts were analyzed to identify those contract items which were more prevalent throughout the system and to determine the similarities and differences in the treatment of those items within the contracts. Tables were constructed to display the content of the major items identified. Of the three districts which did not engage in collective bargaining at that time, two districts submitted language from district policy which extended recognition and, in one case, limited scope to a faculty unit. Grays Harbor Community College (District #2) did not have a formalized contract in 1981-82 and in 1984-85 continues to operate under district policy which incorporates limited recognition language in the policy. Clark Community College (District #14) had no formalized contract in 1981-82 and in 1984-85 continues to operate under terms of a "Policies and Procedures Manual." The terms contained in the Manual are developed through informal/formal negotiations with the faculty.

Lower Columbia Community College (District #13) did not engage in collective bargaining in 1981-82; however, the district now operates under terms of a contract developed through formal bargaining.

For this study, the 23 tables from the earlier publication were reproduced and copies were mailed to the Dean of Instruction at each single campus district. For the three districts which operate on multiple campus sites, a copy of the tables was mailed to one of the campus Deans of Instruction selected by the authors. The deans were requested to update the tables for their respective districts by noting any changes between the 1981-82 contracts and the contracts in effect for the 1984-85 academic year.

In addition to the 23 tables from the earlier study, another table was included to determine contract provisions regarding faculty evaluation.

The updated tables were received from all 23 districts within the system. The following tables incorporate the changes as noted and verified by each district.

TABLE I
WASHINGTON COMMUNITY COLLEGE DISTRICTS*

DISTRICT NO.	COLLEGES WITHIN DISTRICT	NUMBER OF COLLEGES
1	PENINSULA COMMUNITY COLLEGE	1
2	GRAY'S HARBOR COMMUNITY COLLEGE	1
3	OLYMPIC COMMUNITY COLLEGE	1
4	SKAGIT VALLEY COMMUNITY COLLEGE	1
5	EVERETT COMMUNITY COLLEGE	1
	NORTH SEATTLE COMMUNITY COLLEGE	1
6	SEATTLE CENTRAL COMMUNITY COLLEGE	1
	SOUTH SEATTLE COMMUNITY COLLEGE	1
7	SHORELINE COMMUNITY COLLEGE	1
8	BELLEVUE COMMUNITY COLLEGE	1
9	HIGHLINE COMMUNITY COLLEGE	1
10	GREEN RIVER COMMUNITY COLLEGE	1
11	FORT STEILACOOM COMMUNITY COLLEGE	1
12	CENTRALIA COMMUNITY COLLEGE	1
	SOUTH PUGET SOUND COMMUNITY COLLEGE	1
13	LOWER COLUMBIA COMMUNITY COLLEGE	1
14	CLARK COMMUNITY COLLEGE	1
15	WENATCHEE VALLEY COMMUNITY COLLEGE	1
16	YAKIMA VALLEY COMMUNITY COLLEGE	1
17	SPOKANE COMMUNITY COLLEGE	1
	SPOKANE FALLS COMMUNITY COLLEGE	1
18	BIG BEND COMMUNITY COLLEGE	1
19	COLUMBIA BASIN COMMUNITY COLLEGE	1
20	WALLA WALLA COMMUNITY COLLEGE	1
21	WHATCOM COMMUNITY COLLEGE	1
22	TACOMA COMMUNITY COLLEGE	1
23	EDMONDS COMMUNITY COLLEGE	1
		27

*All tables using DISTRICT NAME will use the generic name presented on this form for each community college district. Multiple campus districts shall be referenced by district number.

TABLE 2
WASHINGTON COMMUNITY COLLEGE DISTRICTS
WITH OR WITHOUT FORMAL COLLECTIVE BARGAINING CONTRACTS

DISTRICT NUMBER	DISTRICT NAME	WITH	WITHOUT
1	PENINSULA	X	
2	GRAY'S HARBOR		X
3	OLYMPIC	X	
4	SKAGIT VALLEY	X	
5	EVERETT	X	
6	SEATTLE NORTH/CENTRAL/SOUTH	X	
7	SHORELINE	X	
8	BELLEVUE	X	
9	HIGHLINE	X	
10	GREEN RIVER	X	
11*	FORT STEILACOOM	X	
12	CENTRALIA AND SOUTH PUGET SOUND	X	
13	LOWER COLUMBIA	X	
14*	CLARK		X
15	WENATCHEE VALLEY	X	
16	YAKIMA VALLEY	X	
17	SPOKANE and SPOKANE FALLS	X	
18	BIG BEND	X	
19	COLUMBIA BASIN	X	
20	WALLA WALLA	X	
21	WHATCOM	X	
22	TACOMA	X	
23	EDMONDS	X	

*Operate under Board Policy

Twenty-one of the twenty-three districts within the system operate under terms of formal collective bargaining agreements.

Organizational Affiliation

Eleven of the colleges engaged in collective bargaining are affiliated with the Washington Education Association/National Education Association. These bargaining units are usually referred to as Associations of Higher Education. Seven districts are affiliates of the Washington Federation of Teachers/American Federation of Teachers. Four others maintain independent faculty union status.

TABLE 3
ORGANIZATIONAL AFFILIATION

NEA/WEA	AFT/WFT	INDEPENDENT
BELLEVUE	DISTRICT #6	BIG BEND
COLUMBIA BASIN	EDMONDS	FT. STEILACOOM
DISTRICT #12	EVERETT	GREEN RIVER
DISTRICT #17	SHORELINE	LOWER COMUMBIA
GRAYS HARBOR	TACOMA	
HIGHLINE	WHATCOM	
OLYMPIC	YAKIMA	
PENINSULA		
SKAGIT		
WALLA WALLA		
WENATCHEE		

Duration of Agreement

Negotiated contracts in the state of Washington are limited in duration to no more than three years by RCW 288.52.035. Only three single-year contracts currently exist within Washington Community Colleges. Twelve districts have negotiated two-year agreements and four have developed three-year contracts. The effective dates for the majority of contracts correspond by reference to the districts' academic year calendars.

TABLE 4
LENGTH OF CONTRACT

1 YEAR	2 YEARS	3 YEARS
BIG BEND	BELLEVUE	EDMONDS
COLUMBIA BASIN	DISTRICT #6	EVERETT
WHATCOM	DISTRICT #12	LOWER COLUMBIA
	DISTRICT #17	PENINSULA
	GREEN RIVER	SHORELINE
	HIGHLINE	SKAGIT
	OLYMPIC	WALLA WALLA
	TACOMA	WENATCHEE
	YAKIMA	

Reopener Clauses

Provisions within multi-year contracts that stipulate the times and circumstances under which certain sections of an agreement can be negotiated prior to the expiration of the contract are commonly referred to as reopener clauses. Washington community college agreements provide diverse examples of such provisions. Several districts provide for salaries to be renegotiated annually should the legislature provide additional funding for community colleges. Two of those agreements extend the scope of reopening provisions to include specific fringe benefits. Five districts have agreed to reopening of salary issues on an annual basis without legislative action. Of those, District 1 (Peninsula) permits certain scope areas to be negotated annually, including leaves and assignments. District 22 (Tacoma) has incorporated language that permits annual responses on RIF, tenure, dismissal, and contract year and load language as well as academic employee compensation.

TABLE 5
REOPENER CLAUSE

CONTRACTS WITH REOPENERS	SUBJECTS FOR RENEGOTIATION
PENINSULA	Leaves, employee definitions, assignment and loads, and salary.
OLYMPIC	Contingent upon further legislative funding: Salary, supplemental salary, degree supplement, summer school salary and part-time hourly rate.
SKAGIT	Economic provisions at request of either party.
EVERETT	Contingent upon further legislation: Salary
DISTRICT 6	*No reopener provision.
DISTRICT 12	Contingent upon further legislative funding: economic fringe benefits and salary.
DISTRICT 17	Contingent upon further legislative funding: Salaries and/or benefits.
SHORELINE	Compensation.
BELLEVUE	Contingent upon further legislative funding: Articles related to economics, fringe benefits or salaries.
HIGHLINE	Contingent upon further legislative funding: Salary, advancement and RIF
LOWER COLUMBIA	Salaries and agency shop
GREEN RIVER	*No reopener provision.
FORT STEILACOOM	All articles referencing quantitatively compensation and fringe benefits.
WENATCHEE	Workload determination and salary.
YAKIMA	Salary, conformity to law.
BIG BEND	*No reopener provision.
COLUMBIA BASIN	*No reopener provision.
WALLA WALLA	Salary contingent upon legislation: modifications by mutual consent; conformity to law.
WHATCOM	Salaries; modification by mutual agreement.
TACOMA	RIF, tenure, dismissal, contract year and load, and academic employee compensation.
EDMONDS	Salary, contingent upon legislative funding.

*These contracts do stipulate a date after which negotiations may commence on the total agreement.

Unit Membership

The employees represented within the collective bargaining contract by the bargaining unit varies from contract to contract. All community college districts within Washington have provisions that provide certain protections for part-time staff. The contract for Community College District 17 (Spokane) provides an excellent example of specifying those benefits part-time staff accrue by stipulating all provisions applying or not applying to part-time staff. Several colleges define unit membership by incorporating the provisions in RCW 28B.52 that define academic employee as "any teacher, counselor, librarian, or department head..." Community College District 12 (Centralia) excludes all community service personnel as does Community College District 3 (Olympia); however, Olympia stipulates a salary provision for community service staff. Two colleges (District 4--Skagit and District 21--Whatcom) exclude employees in positions funded by Federal contracts. Department chairpersons are included in a variety of contracts. District 19 (Columbia Basin) is unique in this respect as the contract specifies inclusion of chairpersons when performing duties as teacher, counselor, or librarian.

TABLE 6
UNIT MEMBERSHIP

BELLEVUE	Excludes administrators and all other non-certified employees.
BIG BEND*	
COLUMBIA BASIN	All academic employees who serve as teacher, counselor, or librarians. Includes division chairpersons when functioning as teachers, counselors, or librarians.
DISTRICT 6	Excludes paraprofessionals.
DISTRICT 12	Excludes community service personnel and others noted within local board resolutions.
DISTRICT 17	Excludes part-time staff from specific provisions related to tuition fee waiver, workload, terms and conditions of employment, tenure, dismissal, employment screening and selection, and salary schedule placement.
EDMONDS	Includes academic counselors and librarians.
EVERETT	All academic employees.
FORT STEILACOOM	Not referenced.
GRAYS HARBOR	Excludes administrators, coordinators and non-certified employees.
GREEN RIVER	Excludes administrative, classified and others included within the Higher Education Personnel Board Rules.
HIGHLINE	Not referenced.
LOWER COLUMBIA	Excludes administrators and classified staff.
OLYMPIC	Excludes all community service and specially contracted personnel except for salary.
PENINSULA*	
SHORELINE*	
SKAGIT	Excludes employees funded by Federal or other contracts.
TACOMA*	
WALLA WALLA	Excludes several administrative positions by specific title.
WENATCHEE*	
WHATCOM	Excludes externally funded employees or others by mutual agreement.
YAKIMA*	

*Defines unit membership by statutory code definition derived from RCW 28B.52.

Academic Year Calendar

Six contracts do not include references to academic year calendar. Eight contracts provide for recommendations from faculty via committee faculty representation or a similar format. The remaining seven districts incorporate the calendar into the contract; however, the method of incorporation varies. District 18 (Big Bend) attaches the calendar only as an information addendum within the Appendix as does District 1 (Peninsula). District 10 (Green River) and District 6 (Seattle) provide the description of the instructional year within the body of the contract.

TABLE 7
ACADEMIC CALENDAR YEAR

District Number	College	Academic Calendar Provisions Not Included	Recommendations from Faculty Rep to the Adm/Board	Incorporated Calendar Into Contract	Comments
1	Peninsula				
2	Grays Harbor	X		X	Provided only as an attachment.
3	Olympic				No policy—committee to establish calendar consists of administrative, faculty and classified staff representatives.
4	Skagit	X	X		Members serve on committee.
5	Everett		X		Specific language/Members serve on committee.
6	Seattle North/ Central/South			X	Negotiated language.
7	Shoreline				
8	Bellevue		X	X	Negotiated language.
9	Highline				Members serve on committee/ negotiated language.
10	Green River			X	Policy language.
11	Fort Steilacoom		X	X	Negotiated language.
12	Centralia and Puget Sound	X			Members serve on committee
13	Lower Columbia	X			
15	Wenatchee Valley		X		Management drafts – subjects to union for comments and suggestions. Actual academic year subject to negotiations.
16	Yakima			X	Consultation language.
17	Spokane and Spokane Falls		X		Negotiated language. Members serve on committee
18	Big Bend				
19	Columbia Basin	X		X	Only as informative addendum.
20	Walla Walla	X			
21	Whatcom	X			Notification prior to adoption.
22	Tacoma		X		
23	Edmonds		X		Management drafts – subjects to union for comments and suggestions. Actual academic year subject to negotiation.

Work Day

Both the number of work days and the length of the work day vary considerably within Washington Community College contracts. The number of possible work days range from 162 to 180. The number of hours per week varies from 30 to 40. Where specifically provided by numerical limits, the average number of contracted days is 174 and the average number of hours per week is 35.

TABLE 8
WORK DAY

DISTRICT NUMBER	DISTRICT NAME	NUMBER OF CONTRACTED DAYS	LENGTH OF DAY
1	PENINSULA	175	by load
2	GRAYS HARBOR	175	by load
3	OLYMPIC	177	by load
4	SKAGIT	172	35/week
5	EVERETT	174	7 hours
6	SEATTLE NORTH/ CENTRAL/SOUTH	169	7 hours
7	SHORELINE	172	7 span/limit
8	BELLEVUE	180	7 hours
9	HIGHLINE	170	
10	GREEN RIVER	171	7 hours
11	FORT STEILACOOM	based on calendar	8 hours
12	CENTRALIA/SOUTH PUGET SOUND	177	35/week
13	LOWER COLUMBIA	173-176	Not specified
14	CLARK	173	
15	WENATCHEE VALLEY	175	by load
16	YAKIMA	175-178	35/week
17	SPOKANE/SPOKANE FALLS	175	7 hours
18	BIG BEND	170	8 hours
19	COLUMBIA BASIN	178	30/week
20	WALLA WALLA	176	35/week 40/library
21	WHATCOM	170	7 hours
22	TACOMA	162-168	35/week
23	EDMONDS	174	7 hours

Teaching Load Provisions

The most differentiated provisions from college to college are those stipulating teaching load. The complex nature of load provisions as well as a lack of common definitions prohibit the data from being accurately presented in a tabular format. Similar difficulties arise with analyzing over-load and part-time load provisions. Examples of the diverse categories to which staff have been assigned are provided below. The number following indicates the number of colleges using that category within the teaching load article.

Academic	6
Vocational	9
Media/Library Counselor	14
Laboratory	15
Clinic	8
Instructional	7
Lecture	10
P.E.	6

Research regarding the load factor indicates that some districts use the Instructional Unit (IU) while others utilize the common mode with differentiated categories. Due to the complexity of variables it was not possible to present this data in table form.

Academic Freedom

Provisions referring to academic freedom are found in 18 of the 21 contracts. Only the contracts for District 18 (Big Bend), District 13 (Lower Columbia), and District 11 (Fort Steilacoom) lack this provision. Although the breadth of items to which academic freedom is extended varies between contracts, common areas include research, publication, content, methods, textbooks, and grading. Typical language, however, restricts most provisions by noting that the freedom is accorded with respect to the nature or limitation of the curriculum or assigned responsibility.

TABLE 9
ACADEMIC FREEDOM

DISTRICT NAME	PROVISION FOR ACADEMIC FREEDOM	NO PROVISION FOR ACADEMIC FREEDOM
BELLEVUE	X	
BIG BEND		X
COLUMBIA BASIN	X	
DISTRICT 6	X	
DISTRICT 12	X	
DISTRICT 17	X	
EDMONDS		
EVERETT	X	
FORT STEILACOOM		X
GRAYS HARBOR		
GREEN RIVER	X	
HIGHLINE	X	
LOWER COLUMBIA		X
OLYMPIC	X	
PENINSULA	X	
SHORELINE	X	
SKAGIT	X	
TACOMA	X	
WALLA WALLA	X	
WENATCHEE	X	
WHATCOM	X	
YAKIMA	X	

Office Hours

Although quite diverse, all contracts except District 19 (Columbia Basin) reference office hours. Four contracts do not provide a minimum number of hours, but they do provide language which stipulates that regular office hours or student advising hours are to be maintained. Fifteen colleges require a minimum of five hours per week for full-time staff and three require 10 hours per week.

TABLE 10
MINIMUM OFFICE HOURS FOR TEACHING FACULTY

DISTRICT NAME	GENERAL LANGUAGE ON OFFICE HOURS	5 HOURS PER WEEK	10 HOURS PER WEEK
BELLEVUE	Varies in accordance to class teaching schedule	X	
BIG BEND	No specifics; student advising has to be posted		
COLUMBIA BASIN		X	
DISTRICT 6		X	
DISTRICT 12	1/2 hr/10 credit assignment/ week	X	
DISTRICT 17*		X	
EDMONDS	Maintain regular office hours	X	
EVERETT	Maintain regular office hours	X	
FORT STEILACOOM			X
GRAYS HARBOR			X
GREEN RIVER		X	
HIGHLINE		X	
LOWER COLUMBIA	Not specified/assumed	X	
OLYMPIC	Maintain office hours for student consultation		
PENINSULA	Minimum	X	
SHORELINE	Minimum	X	
SKAGIT	2/day or 10/week		X
TACOMA	Minimum	X	
WALLA WALLA*	Post and maintain 1 hour/day	X	
WENATCHEE	Stated on employment contract only		X
WHATCOM	No specifics – maintain office hours for consultation		
YAKIMA	Minimum	X	

*Dependent on workload.

Insurance

RCW 28B.10.660 permits state community college trustees to provide liability, life, health, health care, accident, disability, and salary protection insurance.

Fourteen districts reference the code or otherwise note that specific insurance programs permitted by statute shall be offered employees with the district paying the maximum dollars allowed by state regulations.

TABLE II
INSURANCE

College	Life	Health	Disability	Dental	Liability	Vision
BELLEVUE	X	X	X			X
BIG BEND	X	X		X		X
CLARK	X	X	X	X		X
COLUMBIA BASIN*						
DISTRICT 6*						
DISTRICT 12	X	X	X	X	X	
DISTRICT 17*						
EDMONDS*						
EVERETT	X	X	X	X	X	
FT. STEILACOOM	X	X	X	X		X
GRAYS HARBOR*						
GREEN RIVER	X	X		X		
HIGHLINE*						
OLYMPIC*						
PENINSULA*						
SHORELINE*						
SKAGIT*						
TACOMA		X				
WALLA WALLA*						
WENATCHEE*						
WHATCOM*						
YAKIMA*						

*References state statute provisions.

Tuition Waiver and Reimbursement Provisions

Thirteen districts provide internal tuition waivers for their staff. In addition, one district references senior college tuition reimbursement.

TABLE 12
TUITION WAIVER AND REIMBURSEMENT PROVISIONS

College	Internal Tuition Waiver			Senior College Tuition Reimbursement		
	Waiver Provided	No Waiver Provided	Spouse	Children	Tuition Reimbursement Provided	Max Hours Per Year Allowed
BELLEVUE	X					
BIG BEND	X					
CLARK*	X $5 fee					
COLUMBIA BASIN	X $5 fee					
SEATTLE NORTH/ CENTRAL/SOUTH	No reference					
CENTRALIA,* PUGET SOUND	X				X	12
SPOKANE, SPOKANE FALLS	X $5 fee (no limit)					
EDMONDS	No reference					
EVERETT	X		X	If allowed by statute		
FORT STEILACOOM	X $5 fee and lab fees, etc.					
GRAYS HARBOR	X $5 fee					
GREEN RIVER	X					
HIGHLINE	No reference					
LOWER COLUMBIA	X $5 fee (not in contract)					
OLYMPIC	No reference					
PENINSULA	No reference					
SHORELINE	No reference					
SKAGIT	No reference					
TACOMA	No reference					
WALLA WALLA	X $5 fee (minimum one/qtr)					
WENATCHEE	X $5 fee (plus other stipulations)					
WHATCOM	No reference					
YAKIMA*	X $5 fee					

*Internal tuition waiver does not include Community Service Course.

Leaves

Fifteen categories of leaves were analyzed to determine their frequency as bargainable provisions within community college agreements. Table 13 reflects the diversity of the leave provisions. RCW 28B.50.551 and RCW 28B.10.650 address leave provisions and the authority of boards of trustees at each community college to adopt written policies with respect to leaves.

TABLE 13
LEAVES

COLLEGES	SICK	PERSONAL	SABBATICAL	UNPAID EXTENDED ABSENCES	SPECIAL	MILITARY (FEDERAL AND STATE STATUTES	TEACHER EXCHANGE	EDUCATIONAL IMPROVEMENT	FAMILY ILLNESS (EMERGENCY)	FUNERAL, BEREAVEMENT	PROFESSIONAL MTG	JURY DUTY AND SUBPOENA	MATERNITY/ADOPTION	CHILD REARING	DISABILITY
BELLEVUE	X	X	X		X	X			X	X	X	X	X		
BIG BEND	X	X	X				X		X	X			X		
CLARK	X	X	X					X	X	X		X	X	X	
COLUMBIA BASIN	X				X	X	X		X		X	X	X		
DISTRICT 6	X	X	X	X		X			X	X		X	X		X
DISTRICT 12	X							X	X	X	X	X			
DISTRICT 17	X	X	X	X		X	X	X	X	X	X	X	X		
EDMONDS	X	X	X						X	X	X		X	X	
EVERETT	X	X	X	X		X			X	X	X	X			
FORT STEILACOOM	X	X	X	X		X		X	X		X				
GRAYS HARBOR	X		X	X	X	X		X	X	X	X	X	X		
GREEN RIVER	X		X		X	X			X	X		X	X	X	X
HIGHLINE	X	X	X				X		X	X		X	X	X	X
LOWER COLUMBIA	X		X	X	X	X			X			X	X		
OLYMPIC	X		X	X	X	X			X	X		X	X		
PENINSULA	X		X		X	X			X	X			X		
SHORELINE	X	X	X	X	X					X					
SKAGIT	X	X	X		X		X	X	X	X		X	X		X
TACOMA	X	X	X		X	X		X	X	X		X	X		X
WALLA WALLA	X	X	X	X	X	X		X	X	X	X	X	X		X
WENATCHEE	X	X	X	X	X	X		X	X	X	X	X	X	X	
WHATCOM	X	X	X	X	X	X			X	X		X			
YAKIMA	X		X	X	X				X	X	X	X	X		

Sick Leave

Provisions for sick leave were found in all community college contracts. The number of days initially compensable ranges from 10 to 15. The method for accumulation of sick leave on both an annual and career basis varies considerably. For staff members employed beyond the third quarter, seven contracts stipulate that additional leave may be accumulated at one day per month. RCW 28B.50.551 provides specific minimums for total illness, injury, bereavement, and emergency leaves as follows:

> Staff contracted for at least three quarters receive 12 days, commencing on first day of employment.
>
> After the first three-quarter period, leave may be accumulated at a rate of one day per month.
>
> Accumulated leave may be transferred from one community college district to other districts and state agencies delineated by statute.

TABLE 14
SICK LEAVE

DISTRICT	INITIAL COMPENSABLE	CUMULATIVE
BELLEVUE	12	After 3rd quarter, no limit 1 day/month
BIG BEND	10	No limit
CLARK	15	Per year
COLUMBIA BASIN	15	Maximum 180 days
DISTRICT 6	12	After 3rd quarter, 1 day/mo.
DISTRICT 12	12	After 3rd quarter, 1 day/mo.; no limit
DISTRICT 17	12	After 3rd quarter, 4 days/qtr.; no limit (maximum 12 days)
EDMONDS	12	
EVERETT	12	Accrue 1 day/month; no limit
FORT STEILACOOM		Unclear - See Item #26 in contract
GRAYS HARBOR	10	No limit
GREEN RIVER	12	Accumulated 1 day/mo.
HIGHLINE*	Max. 180	
LOWER COLUMBIA	10	If full time, fall, winter, spring
	12	If full time, summer
OLYMPIC		1 day/month
PENINSULA	10	After 3rd quarter, 1 day/mo.; no limit
SHORELINE**		
SKAGIT	10	After 3rd quarter, 1 day/mo.; no limit
TACOMA	12	After 3rd quarter, 4 days/qtr.; 180 day limit
WALLA WALLA	12	1 day/month
WENATCHEE	10	After 3rd quarter, one day/mo.; no limit
WHATCOM	0	1 day/month; 180 day limit
YAKIMA	12	After 3rd quarter, no limit

*5 days per each regular quarter. Absences in excess of 5 days in any one year must be supported by a doctor's certificate.

**Sick leave is included under personal leave: 12 days initial, after 3rd quarter 4 days per quarter, limit 12 days per year.

Dues Deduction

Union security via dues deduction provisions were found in 20 of the contracts. The fact that dues deduction is commonplace in labor relations and results in only minimal management expense helps to explain the large percentage of districts with these provisions.

TABLE 15
DUES DEDUCTION PROVISIONS

DISTRICTS WITH DUES DEDUCTION PROVISIONS	DISTRICTS WITHOUT DUES DEDUCTION PROVISIONS
BELLEVUE	FORT STEILACOOM
BIG BEND	GREEN RIVER
COLUMBIA BASIN	
DISTRICT 6	
DISTRICT 12	
DISTRICT 17	
EDMONDS	
EVERETT	
GRAYS HARBOR	
HIGHLINE	
LOWER COLUMBIA	
OLYMPIC	
PENINSULA	
SHORELINE	
SKAGIT	
TACOMA	
WALLA WALLA	
WENATCHEE	
WHATCOM	
YAKIMA	

Maintenance of Membership

Five contracts extend further union security benefits by providing for maintenance of membership. Such provisions lock an employee into paying membership dues to the union for the duration of the contract or year of membership once the employee has voluntarily joined the organization.

TABLE 16
MAINTENANCE OF MEMBERSHIP

DISTRICTS WITH MAINTENANCE OF MEMBERSHIP CLAUSE	DISTRICTS WITHOUT MAINTENANCE OF MEMBERSHIP CLAUSE
COLUMBIA BASIN	BELLEVUE
DISTRICT 17	BIG BEND
WALLA WALLA	DISTRICT 6
WENATCHEE	DISTRICT 12
WHATCOM	EDMONDS
	EVERETT
	GRAYS HARBOR
	HIGHLINE
	FORT STEILACOOM
	LOWER COLUMBIA
	OLYMPIC
	PENINSULA
	SHORELINE
	SKAGIT
	TACOMA
	YAKIMA

Personnel File

Language relative to personnel files was found in all but three contracts. In general, typical language permits access to personnel records, the right to rebuttal of adverse records as well as notification of the placement of adverse records in the employee file.

TABLE 17
PERSONNEL FILE PROVISIONS

DISTRICTS WITH PERSONNEL FILE CLAUSE	DISTRICTS WITHOUT PERSONNEL FILE CLAUSE
BELLEVUE	GRAYS HARBOR
BIG BEND	LOWER COLUMBIA
COLUMBIA BASIN	SHORELINE
DISTRICT 6	
DISTRICT 12	
DISTRICT 17	
EDMONDS	
EVERETT	
FORT STEILACOOM	
GREEN RIVER	
HIGHLINE	
OLYMPIC	
PENINSULA	
SKAGIT	
TACOMA	
WALLA WALLA	
WENATCHEE	
WHATCOM	
YAKIMA	

Grievance Definition

Grievance definitions that limit grievances to the interpretation or application of provisions contained within the collective bargaining agreement are narrow definitions. A definition that extends the scope of grievable matters into such areas as policy, practices, rules and regulations, and statutory provisions are broad grievance definitions. Four districts have broad definitions within the Community College contracts in Washington.

TABLE 18
GRIEVANCE DEFINITION

DISTRICT	NO PROVISION	BROAD	NARROW
BELLEVUE			X
BIG BEND			X
COLUMBIA BASIN			X
DISTRICT 6		X	
DISTRICT 12			X
DISTRICT 17			X
EDMONDS			X
EVERETT			X
FORT STEILACOOM			X
GRAYS HARBOR		X	
GREEN RIVER			X
HIGHLINE		X	
LOWER COLUMBIA			X
OLYMPIC			X
PENINSULA			X
SHORELINE			X
SKAGIT			X
TACOMA		X	
WALLA WALLA			X
WENATCHEE			X
WHATCOM			X
YAKIMA			X

Grievance Resolution

The resolution of grievances or the final step in the grievance process calls for binding arbitration by a neutral third party in 19 of the contracts. District 6 (Seattle) provides the option of board resolution or binding arbitration of staff grievances. District 12 has a unique provision that allows either party to appeal to the Washington Public Employment Relations Commission should either party disagree with the decision of the college president. Should efforts of the commission involving fact-finding and mediation fail in practice, the board has agreed "...to seriously consider binding arbitration at the next contract negotiation or wage reopener following a failure of fact-finding and mediation to produce satisfactory resolution of the grievance."

TABLE 19
GRIEVANCE RESOLUTION

BOARD OF TRUSTEES	FACT FINDING/ MEDIATION	BINDING ARBITRATION
DISTRICT 6 WHATCOM	TACOMA	BELLEVUE BIG BEND COLUMBIA BASIN *DISTRICT 6 DISTRICT 12 DISTRICT 17 EDMONDS EVERETT FORT STEILACOOM GREEN RIVER HIGHLINE LOWER COLUMBIA OLYMPIC PENINSULA SHORELINE SKAGIT WALLA WALLA WENATCHEE YAKIMA

*Optional

Impasse Procedures

Should bargaining fail to result in a signed agreement for a new contract, five districts have provisions for a mediator to serve as a neutral third party to expedite the resolution of differences. Under RCW 28B.52.060, the Public Employment Relations Commission is empowered to conduct fact-finding and mediation upon the consent of both parties.

TABLE 20
IMPASSE PROCEDURES

CONTRACTS WITH MEDIATION	CONTRACTS WITHOUT IMPASSE PROCEDURES
BELLEVUE	COLUMBIA BASIN
BIG BEND	DISTRICT 12
DISTRICT 6	DISTRICT 17
OLYMPIC	EDMONDS
TACOMA	EVERETT
	FORT STEILACOOM
	GREEN RIVER
	HIGHLINE
	LOWER COLUMBIA
	PENINSULA
	SHORELINE
	SKAGIT
	WALLA WALLA
	WENATCHEE
	WHATCOM
	YAKIMA

No-Strike Clauses

Eleven districts in Washington have provisions prohibiting strikes; however, the majority of such clauses provide for that status "during the life of the contract." The consequence is that should negotiations not reach settlement prior to the end of the contractual duration period, the no-strike provision is moot. The statutes of Washington are silent on the right of community college employees to strike; however, four such strikes have occurred as noted in Chapter V.

TABLE 21
NO-STRIKE CLAUSES

CONTRACTS WITH NO-STRIKE CLAUSES	CONTRACTS WITHOUT NO-STRIKE CLAUSES
BELLEVUE	DISTRICT 6
COLUMBIA BASIN	DISTRICT 12
DISTRICT 17	EDMONDS
FORT STEILACOOM	EVERETT
OLYMPIC	GREEN RIVER
SHORELINE	HIGHLINE
SKAGIT	LOWER COLUMBIA
WALLA WALLA	PENINSULA
WENATCHEE	TACOMA
WHATCOM	
YAKIMA	

Effect of Agreement: Savings and Zipper Clauses

A zipper clause provides that both bargaining parties understand completely that the terms and conditions set forth in the contract represent the total substances of the bargaining process. Only items contained within the agreement are agreed to and no one the contents can be modified unless put into writing and signed by both parties.

A savings clause permits the remaining contents of a contract to remain in force should any other portion be declared illegal or otherwise unenforceable. Language usually specifies that the remaining articles shall remain in full force and effect. All formal contracts within Washington State Community College districts contain such provisions.

TABLE 22
EFFECT OF AGREEMENT

DISTRICT	SAVINGS	ZIPPER
BELLEVUE	X	X
BIG BEND	X	X
COLUMBIA BASIN	X	X
DISTRICT 6	X	X
DISTRICT 12	X	X
DISTRICT 17	X	X
EDMONDS	X	X
EVERETT	X	X
FORT STEILACOOM	X	X
GREEN RIVER	X	X
HIGHLINE	X	O
LOWER COLUMBIA	X	X
OLYMPIC	X	X
PENINSULA	X	X
SHORELINE	X	X
SKAGIT	X	X
TACOMA	X	X
WALLA WALLA	X	X
WENATCHEE	X	X
WHATCOM	X	X
YAKIMA	X	X

Management Rights Clause

The rights of management to exercise specific functions without having those actions subject to grievance procedures and/or arbitration are specified within management rights clauses. Only two districts in Washington--District 6 (Seattle) and District 9 (Highline) --lack such provisions within their contracts. Typical management rights clauses note that except as provided for within the contract all other rights regarding the administration of the community college are vested within the management's decision-making responsibility.

TABLE 23
MANAGEMENT RIGHTS

CONTRACTS WITH MANAGEMENT RIGHTS CLAUSE	CONTRACTS WITHOUT MANAGEMENT RIGHTS CLAUSE
BELLEVUE	DISTRICT 6
BIG BEND	HIGHLINE
COLUMBIA BASIN	
EDMONDS	
EVERETT	
DISTRICT 12	
DISTRICT 17	
FORT STEILACOOM	
GREEN RIVER	
LOWER COLUMBIA	
OLYMPIC	
PENINSULA	
SHORELINE	
SKAGIT	
TACOMA	
WALLA WALLA	
WENATCHEE	
WHATCOM	
YAKIMA	

Faculty Evaluation

Recent legislative action regarding faculty salary increase appropriations has injected "merit/market" considerations into the local distribution of such salary increase monies. RCW 28B.50 has required evaluation for tenure purposes; however, evaluation of faculty who have already acquired tenure has been and remains a matter of district procedure and varies extensively from district to district.

At this time, seven districts have no formal evaluation process established within the negotiated agreements. Ten districts provide for evaluation of faculty by administrators; four districts provide for peer evaluation; only one district specifically indicates the presence of a "merit" system.

TABLE 24
FACULTY EVALUATION

DISTRICT	BY ADMINISTRATOR	BY FACULTY	MERIT SYSTEM
BELLEVUE	X		
BIG BEND	X	X	
COLUMBIA BASIN			
DISTRICT 6			
DISTRICT 12*			
DISTRICT 17	X		
EDMONDS			
EVERETT	X		
FORT STEILACOOM		X	
GRAYS HARBOR	X		
GREEN RIVER	X	X	X
HIGHLINE*			
OLYMPIC*			
PENINSULA	X	X	
SHORELINE*			
SKAGIT*			
TACOMA	X		
WALLA WALLA	X		
WENATCHEE*			
WHATCOM*			
YAKIMA	X		

*No formal evaluation program specified in contract.

CHAPTER III

CONTRACT ITEM ANALYSIS

An Overview

Contracts are not administered at the bargaining table. They are administered within each of the divisions or units, within each of the separate buildings, and throughout all aspects of the day-to-day functioning of the community college. For this reason, first line administrators, associate deans and division chairpersons must be involved in the development of management's positions, rationale, and language proposals and counter proposals. Despite past efforts by upper-echelon management to shield these first-line administrators from the adversarial roles so often attached to bargaining, many key administrators now recognize that all members of the community college management team must be involved in contract development. While not all administrators desire involvement at the table due to the possible erosion of faculty relationships as well as their former or current teaching status, most administrative personnel should welcome the opportunity to review language provisions that have specific impact upon their managerial functions.

The Contract Item Analysis (CIA) process developed by Janes and Lovell provides a method for first line administrators to review language and make recommendations, even if they do not serve directly at the bargaining table. The process and format for implementing the CIA is easily assimilated into a management team's procedures and is readily adaptable for use by diverse schools, divisions, or units.

The Format

The CIA process is systematic and may be used at various stages during the collective bargaining process to:

Analyze the current contract
Analyze the teacher proposals
Develop alternative language for management
Develop counter proposals
React to union language during negotiations

Figure 1 is an example of the CIA process.

FIGURE 1
CONTRACT ITEM ANALYSIS (CIA) MODEL

Item: Employee Evaluation
4.4

Department: English
Respondent: Janes/Dept. Head

(1) Proposed or Existing Language	(2) Department Level Implication	(3) Alternative Language/ Counters/Actions
(The specific clause to be analyzed is written in total.)	A. General Administration B. Finance: C. Personnel: D. Curriculum E. Other	(The reactor is expected to suggest what he/she perceives to be acceptable terms or wording.)

Specific contract language that a reactor desires to analyze is identified within Column 1. Management may wish to expedite the process and alleviate tedium by preparing CIA forms containing the contract language already printed within Column 1. This courtesy by management toward its team demonstrates the desire for involvement of first line administrators.

Implications of the specific provisions being analyzed are delineated in Column 2. Respondents may be encouraged to react to all language of the contract or only provisions relative to their own job functions by focusing on four key operational areas:

General Administration
Finance
Personnel
Curriculum

A fifth area (Other) also is provided to allow considerations of miscellaneous implications. Not all provisions will necessitate a reaction or require an analysis.

When negative implications of contract provisions are identified, the reactor should make every effort to suggest specific changes to remediate the situation by recommending the language to be deleted, modified, or expanded to alleviate the negative impact. Column 3 gives the reactor space within which to provide alternative language and stipulate an acceptable compromise.

Application of the CIA: An Example

Figure 2 depicts an example of the CIA process in articles defining or addressing classroom evaluations, a common article within community college contracts. Within the illustration an administrator has noted several concerns with proposed union language, some of which may be apparent only to an immediate supervisor. Language designed to permit an acceptable response to the union while not limiting management's day-to-day ability to administer the contract is then provided.

FIGURE 2

CONTRACT ITEM ANALYSIS (CIA)

Item: Employee Evaluation 4.4

Department: English
Respondent: Janes

(1) Proposed Language	(2) Department Level Implication	(3) Alternative Language/ Counters/Actions
The evaluator shall meet with the employee immediately following the classroom observation to discuss the evaluation.	A. General Administration: Schedule impossible to keep. Need time to consider the write-up. Will result in a haphazard evaluation.	Alternative Language: The evaluator shall meet with the employee within 10 school days following the classroom observation to discuss the evaluation.
	B. Finance: Poor write-up could yield a grievance or, worse, litigation. Cost of lawyer, fees, and time.	Compromise: Go down to 7 school days.
	C. Personnel: Employee's schedule may prohibit "immediate" response. Secretary must have time to type. May need to be reviewed by personnel director.	
	D. Curriculum: No direct effect noted.	
	E. Other: How do you define "immediately?"	

The previous example demonstrates several advantages for management acquired by using the CIA:

- Prevents careless elimination of necessary management prerogatives
- Provides valuable administrative views
- Develops management cohesiveness by improving communication
- Assures that careful thinking has gone into the management bargaining package
- Develops language for compromise in later stages of negotiations
- Serves as a valuable in-service training process
- Prepares first-line administrators for the rigors and responsibilities of contract management
- Leads to ownership by first line supervisors in a contract "We helped Develop

Amplification of the Process

Several illustrations are provided below in which actual community college contract provisions have been analyzed. The language comes from existing contracts on different campuses in many states. This illustrates that the CIA process is not geographically limited. The generic nature of process and the scope of collective bargaining on community college campuses permits wide utilization. The four areas selected for analysis include office hours, work hours, class size, and appointment and contract forms. Language as well as compromises must be considered as suggestions and not as absolute solutions to the managerial problems implicit within the contract provisions.

FIGURE 3
CONTRACT ITEM ANALYZER (CIA)

ITEM: WORK HOURS 7.6		Division: Vocational Respondent: Perryman
(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/ Counters/Action
An instructor with a full-time faculty appointment shall not be required to be on campus, at other assigned locations, and/or in travel between assignments for more than thirty-five (35) hours per week.	A. General Administration Too vague! Our interpretation that faculty will be required to spend 35 hours on campus, etc., has led to a grievance. This grievance may go to arbitration. The Union claims that faculty must be given specific assignments for any time that they are required to be on campus, etc. B. Finance: Possible cost of arbitration. C. Personnel: If the Union claim is upheld, faculty may not be available for student contacts or committee work, etc. D. Curriculum: N/A E. Other: Faculty who have outside businesses are using college time to conduct private business off-campus.	Alternative Language: An instructor with a full-faculty appointment shall be required to be on campus, at other assigned locations, and/or in travel between assignments for a minimum of of 35 hours per week. (Use same language for librarians and counselors in Sections 8.3 and 8.4) Compromise: Minimum of 30 hours per week.

FIGURE 4
CONTRACT ITEM ANALYZER (CIA)

ITEM: OFFICE HOURS
7.6

Division: Vocational
Respondent: Langan

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/ Counters/Actions
Faculty members shall keep six (6) office hours per week. An office hour is defined as a 50-minute period in which the faculty member is physically present in his/her office.	A. General Administration: Not enough hours. Some faculty will attempt to schedule classes three days a week with office hours on those days and hence could be unavailable 2 days a week for other duties such as committees and program responsibilities. B. Finance: N/A C. Personnel: Will cause conflicts among faculty who have to be here 5 days a week because of the nature of their program (example: nursing) and will cause more students to complain to me and my secretary about faculty being unavailable. D. Curriculum: Would probably further reduce afternoon offerings since faculty will not want to spend time on campus in the late afternoon. Could hurt our vocational program in law enforcement when police officers are available to take classes. E. Other: How can we insure that faculty will be available before or after night classes when 60% of my enrollment is generated?	Alternative Language: Faculty members shall be required to keep twelve (12) office hours per week. Faculty members will keep at least one (1) office hour each day of the week, Monday through Friday. At least one (1) office hour will be scheduled before the faculty member's first class of the day, and at least one (1) office hour after the last class of the day. Compromise: Go down to ten (10) office hours per week.

FIGURE 5

ITEM: CLASS SIZE
4.2

CONTRACT ITEM ANALYZER (CIA)

Department: Social Sci.
Respondent: Tubb

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/ Counters/Actions
Class Size: A normal class size shall have a maximum of thirty-eight (38) for lecture-discussion type courses, thirty-five (35) for Accounting, thirty-two (32) for Business Math, twenty-nine (29) for English Composition, twenty-eight (28) for laboratory portions of science courses, twenty- (22) for Technical English, and twenty-three (23) for Data Processing/Programming courses. For all other classes, the normal class-size maximums shall be within the guidelines established by past practices during the term of this Agreement. The above-stated normal class-size maximums shall not apply to laboratory situations where there are insufficient stations. Unless the faculty member consents thereto or there is a mixup during registration, including computer error, the above-normal class size maximums shall not be exceeded, provided that no administrator shall coerce any faculty member into consenting to a class size above the normal class-size maximum. The normal class-size maximum set forth above shall not be exceeded during the registration-program change period.	A. General Administration: Our department will resent the fact that our classes may be larger than all other. Why were we discriminated against? How were the class sizes determined? Could they be justified? Are you sure that you want to be tied down to past practices? This could make change almost impossible. Remember the Political Science course for advanced students usually only enrolls ten students. Would this verbiage lock us in? What is normal? What is sufficient? The contingencies outlined for registration have no business in a labor contract and are entirely too complex to be understood. The term "coerce" leaves a bad taste in my mouth. This sentence almost guarantees multiple grievances and will prevent administrators from making necessary decisions. The last sentence is too restrictive and deprives chairmen and the Department of needed flexibility. The phrase "shall not" is too strong. Perhaps we should have some goals, but I resent absolute mandates. B. Finance: (See next page.)	Alternative Language: Class size should never be mentioned in a labor contract. If you are forced to include class size, state everything in terms of goals which are not hard-and-fast absolutes. Flexibility and responsibility for these types of deci- two sions should remain with the chairman.

FIGURE 5

ITEM: CLASS SIZE
4.2

CONTRACT ITEM ANALYZER (CIA)

Department: Soc. Sci.
Respondent: Tubb

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/ Counters/Actions
	C. Personnel: Registration, class size, teaching, etc., should be designed to meet student needs and not teacher needs. Staff morale of my department may be hurt by impact of class size. Do class- size limits reflect college values concerning curriculum? Is social science the least important subject in the college?	
	D. Curriculum: Inequitable class-size limits by department may have curriculum implications.	
	E. None.	

FIGURE 5 (continued)
CONTRACT ITEM ANALYZER (CIA)

ITEM: CLASS SIZE
4.2

Department: Social Science
Respondent: Torres

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/ Counters/Actions
If there is any disagreement concerning the guidelines established by past practice with respect to the maximum class size of any course, a representative of the Association, the concerned faculty member(s) and the Vice President shall meet to determine what the guidelines established by past practice are.	A. General Administration: There is no need for a special grievance procedure for class size. This will cause untold headaches, especially since this language includes the Union. I don't like the existing guidelines. This past practice ties my hands! B. Finance: If future contracts included negotiated lower class size, we may bankrupt the college. C. Personnel: N/A D. Curriculum: N/A E. Other: N/A	Alternative Language: Please don't negotiate an extra grievance process. No language like this should ever be included. Keep Past Practices out!! Compromise: "The board agrees to attempt to observe and maintain present class-size averages (staffing ratios) within reasonable limits subject to space availability, installation of experimental or innovative programs, budgetary limitations and availability of teachers or necessary funds. Decisions on class size (staffing ratios) will be made by the department chairman acting in the best interests of the students and will not be subject to challenge through the grievance procedure."

FIGURE 6
CONTRACT ITEM ANALYZER (CIA)

ITEM: APPOINTMENT AND CONTRACT FORMS 9.21

Division: Instruction
Respondent: T. Brown

(1) Proposed or Existing Language	(2) Implications Counters/Actions	(3) Alternate Language/
All academic employees who hold an appointment with the district or who are employed without an appointment shall be issued a Notice of Assignment prior to the beginning of each assignment period. Such notices shall be issued to academic employees holding faculty appointments on or before April 15 of each regular college year for the ensuing regular college year.	A. General Administration: April 15 is too early, especially if negotiations for next year are not yet finished. Salary rates will not be known. Results of evaluation will not be known. With statutory tenure and dismissal language, the contract does not need to be issued before the next year starts.	Alternative Language: Notices of Assignment shall be issued to academic employees holding faculty appointments on or before September 15 of each regular college year.
	B. Finance: Since advancement on salary schedule is based on satisfactory performance evaluation, assumed advancement may obligate the District to salary money not earned if the employee receives a negative or unsatisfactory evaluation. If advancement is not assumed, additional contracts to reflect advancement will have to be issued for those who receive satisfactory evaluations or other forms of advancement.	Compromise: If the April 15 date is not changed, add a statement that changes in location, salary advancement, etc., may be made at the conclusion of negotiations or by September 15. These changes could be authorized by official memo without re-issuing contracts.
	C. Personnel: Since the contract specifies location of assignment, the April 15 date does not provide flexibility to accommodate staff changes at other program sites in event of resignations, retirements, etc.	

A Final Word

A sample CIA format for utilization by community college personnel has been included in this chapter (see Figure 7). Should management duplicate the form and institute the process, one major caution must be observed. The CIA process assumes that reactors to language have some knowledge in the dangers of certain contract wording or provisions. As the likelihood of all managerial personnel possessing such competencies is minimal, substantive in-service training to develop an awareness of ambiguous language and other difficulties relative to specific provisions is essential. The process model developed in Chapter IV provides one method for ensuring competent contract development including administrative training on the specifics of collective bargaining.

FIGURE 7
CONTRACT ITEM ANALYZER (CIA)

Department/Division: Respondent:

(1) Proposed or Existing Language	(2) Implications	(3) Alternate Language/ Counters/Actions
	A. General Administration:	Alternative Language:
	B. Finance	
	C. Personnel	
	D. Curriculum:	Compromise:
	E. Other:	

CHAPTER IV

PROCESS MODEL

The ramifications of a collective bargaining agreement should preclude management from approaching the development of its positions without a specific plan. The process model depicted in Figure 8 provides a method for management to follow in developing its course of action.

The initial step in the successful implementation of the process model will be the acceptance and endorsement by the chief administrative officer. If collective bargaining is to be a positive and productive process within the State Education System, chief administrative officers must realize the importance of broad involvement and training as it relates to contract negotiations and contract administration.

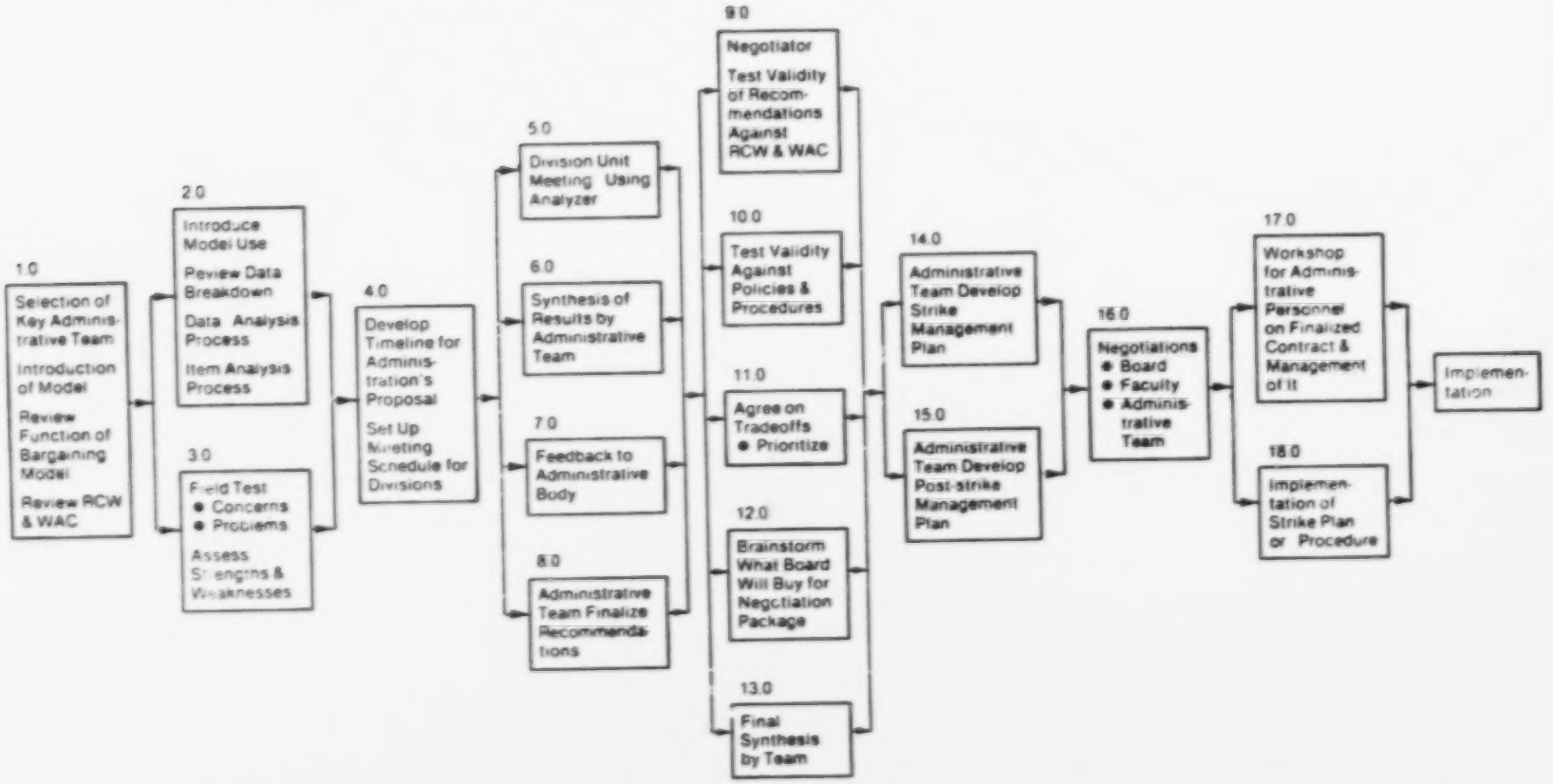
The authors believe that proper implementation of this model will significantly reduce grievances and provide for more effective management of the contract on a day-to-day basis. The specific steps are amplified below:

1.0 Selection of Contract Resource Team and Orientation

The chief administrative officer of the District must identify those administrators who represent a cross section of the administrative staff. The selection process should give primary consideration to identifying administrators who are committed to a consensus decision-making mode. The administrators selected should have line responsibility for the management of the contract.

It is recommended that administrators assigned to the actual negotiations process in step 16 of the model be drawn from this administrative contract resource team.

Team Management Bargaining Model



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After selection of the administrative contract resource team, a workshop will be provided for the purpose of training the team on the following:

Introduction of the Model
Collective Bargaining: An integrative approach
The Scope of Bargaining in Washington State
- -Review of Contract Provisions
- -Review of R.C.W. and W.A.C.
- -Review of Grievances Relative to Substantive Language Problems

2.0 Workshop: Model Implementation

A thorough explanation of the process model to the administrative contract resource team is essential. Each step of the process should be delineated with specific emphasis on the interfacing and sequencing of the component steps.

Review item inventory data and process
Review item analysis process
- -Contract item analysis worksheet
- -Options for utilization of worksheets
- -Practice sessions in implementing contract item analysis
- -Development of language parameters and consensus mode

Develop implementation options

3.0 Administrative Staff Orientation

At this step, the members of the administrative contract resource team meet with other administrators within their respective divisions or units to begin implementation of the process. This meeting, led by a member of the contract resource team, should begin with a brief outline of the process to be followed and should focus on the use of the item inventory data and sample provisions of other contacts which should be included in the materials to be distributed. After reviewing the item inventory data and the sample provision, the contract item analysis process will be presented as the method for identifying problem areas in the current contract or current teacher proposals and for recommending solutions to those problem areas. Examples of the contract item analysis form should be provided and the participants at the meeting should have an opportunity for experimenting with the contract item analysis worksheet during the meeting. This portion of the meeting should be patterned on the practice session and exercise presented in the contract resource team orientation (1.0).

4.0 Formal Implementation

At this point the entire administrative staff should be brought together and informed of the intent of the district to utilize the Team Management Bargaining Process. A projection of events and an organizational time-line will be developed and agreed upon. The time-lines should be developed with the cooperation and counsel of the chief negotiator. A tentative schedule of division meetings should be developed within the framework of the district time-lines.

Areas of responsibility should be determined and agreed upon.

Administrative Meeting
- -District Time-line
- -Division Time-lines

Determination of Responsibilities

5.0 Division/Unit Implementation

The division or unit should begin work on the contract using the item analyzer. The individual responsible for coordinating the work within the division or unit should thoroughly review the process with all personnel and emphasize the commitment on the part of the key district administrators for the process. The chief administrator's expectations as to the depth and quality of the analysis should be clearly delineated. Provisions for monitoring the development of the analysis should also be presented.

6.0 Collection, Assessment and Synthesis

The members of the Contract Resource Team will gather and compile the item analysis worksheets from their assigned areas and consolidate the language proposals. A meeting of the Contract Resource Team will be held and copies of the proposals will be provided for each member of the team.

Using consensus, the Contract Resource Team will have the opportunity to assess the implications of the recommended proposals on their overall management functions. The use of consensus further provides for a synthesis of the recommended proposals into a comprehensive package of suggested language provisions, deletions, and modifications. This step assures (1) protection of necessary management functions at the divisional/unit level, (2) management acceptance and ownership of the comprehensive package, and (3) the existence of language parameters and compromises.

7.0 Administrative Review of Package

The comprehensive package developed by the Contract Resource Team will be presented to the entire administrative staff for their review. Written comments and suggestions will be solicited from the administrative staff and reviewed by the Contract Resource Team.

THE CONFIDENTIALITY OF THE PACKAGE MUST BE STRESSED AT THIS POINT

All copies of the comprehensive package should be collected at the completion of this meeting by members of the Contract Resource Team and open discussion on the process and content should be avoided.

8.0 Finalize Recommendation

At this stage the Contract Resource Team would finalize the recommendations, taking into consideration the information provided in step 7.0. As the Administrative Contract Resource Team is charged with the responsibility for presenting these recommendations to management's chief negotiator, the team should maintain records of the rationale utilized in deciding specific language and compromises.

9.0 Test Consistency with RCW & WAC

In cooperation with the Contract Resource Team the designated negotiator and, if necessary, the Assistant Attorney General for the District, a review of the comprehensive package should be conducted to test the consistency of the recommendations with current RCW & WAC provisions. It is imperative that any inconsistencies with RCW and WAC be eliminated by bringing the proposals into conformity with RCW and WAC.

10.0 Test Consistency with District Policy and Procedure

The designated district negotiator and, as appropriate, the Assistant Attorney General should review the comprehensive package to test its consistency with current district policies and procedures.

The identification of these inconsistencies inform the board and the administration of the possibility that policy revisions may be necessary if the recommendations are successfully negotiated.

11.0 Establish Priorities

Prioritizing of the Contract Resource Team package should be effected and reviewed with the designated negotiator. These priorities should be tempered by the negotiator's awareness of the realities of the bargaining process and the local conditions for bargaining. This activity will result in the development of compromise and final positions as well as the identification of potential trade-off items.

12.0 Test Package for Consistency with Board Position

At this stage it is assumed that the negotiator has met with the board and chief administrator to determine the District position on the various items.

Finally, the package should be reviewed by the negotiator to assure consistency with the board position and to discuss modifications.

13.0 Final Synthesis

The Contract Resource Team, working with the negotiator, should reach agreement on the package to be presented for final board approval.

14.0 Contingency Planning

Sound collective bargaining practices necessitate that a district develop a contingency plan should a strike occur. Although management should approach each bargaining session with an attitude promoting positive resolution of the issues at hand, the history of community college bargaining in Washington state demonstrates the need for development of a strike plan as a sound managerial practice.

The idiosyncracies of each district prohibit a model strike plan from being effective; however, certain common needs are reflected in a pre-strike checklist discussed in Chapter 5. A second contingency of any strike plan should be a method for post-strike management. When a strike ends, it is essential that operations return to normal at the earliest possible moment and with the least difficulty. Step-by-step procedures for the transition to normal operations must be enumerated. These procedures must be relative to the specific strike; consequently, this pre-strike inventory identifies general areas of concern. As a strike approaches resolution, management must provide specific practices to be followed for each general area to facilitate post-strike operations. In-service training for all management personnel should be provided.

15.0 Negotiations

Administrative members who will participate at the negotiations table should be chosen from the Contract Resource Team for the purpose of providing information on and clarification of the administrative package. The other members of the Resource Contract Team not participating at the table should be available to address concerns which may arise in their areas of management responsibility.

16.0 In-service Workshop/Contract Management

Since it is the responsibility of upper level management to protect management rights and to reduce problems in labor relations, an extensive workshop on the negotiated agreement is essential once the document has been ratified. This workshop should clarify the agreement language and provide a common interpretation of the contract provisions. The workshop should be formal and should include the chief administrator and the district negotiator. Ample time should be provided to review and discuss fully the implementation and management of all provisions of the agreement with special emphasis on new language and modifications of old language.

The workshop should also provide procedural guidelines for grievance processing and for resolving other difficulties which may occur. Procedures for record maintenance should be reviewed, forms distributed, and the necessity of maintaining good records emphasized.

17.0 Implementation of Contract

Implementation implies sound contract management principles, many of which have been amplified in the delineation of the process model. Consistency in language interpretation and contract application by management is the essential element if successful and positive labor relations are to be facilitated without an erosion of management rights. Involvement of all management personnel utilizing this process will help to assure this consistency.

CHAPTER V

CONTINGENCY PLANNING FOR FACULTY STRIKES

Few public education institutions plan adequately for strikes. Many management personnel and board members assume "It won't happen here." They know strikes are often illegal, limited by state laws, or blunted by court action. Yet, strikes occur and nothing indicates that strikes will go away.

To cope with a strike, management must have unanimity of purpose and a sense of direction--the essence of which is good planning. In addition, management must have a realistic attitude toward a strike. The American Association of School Administrators has noted:

> The name of the game in a work stoppage is "win." Sometimes this means "win" at all costs. Usually it means whatever steps are necessary within the bounds of the law or community standards to bring pressure to bear on the board of education and administration; it means gain as favorable a settlement as possible within the shortest possible time. Occasionally, however, the win at all costs philosophy has resulted in tactics and strategies well outside those normally employed in negotiations and outside state laws, local ordinances and board of education policies.

The first decision to be made by management is whether or not to accept a strike. If management does not want to face a strike, then management must be ready to accede to union demands. If management does not accede to the demands, then management must have a plan to handle the work stoppage.

Washington State Community College Strikes

Since the inception of the Community College Act of 1967, four Washington State Community College Districts have experienced strikes. The four strikes are as follows:

District	Strike Year	Duration	Resolution
Seattle	1972	1 Day	Court Injunction
Tacoma	1973	9 Days	Impasse--Mediation
Green River	1974	8 Days	Board Ultimatum (Cancellation of Quarter or)
Olympic	1974	7 Days	Impasse--Mediation

A review of the specifics of the four strikes illustrates that strikes can happen and that contingency planning should be a definite part of administrative procedure in every district. However, in the Washington State Community College System very few districts have well-defined plans and few are willing to discuss the merits of them.

The checklist which follows was developed to aid educational institutions to foresee conditions and problems which may result from a faculty strike and to design an operations checklist which, if followed, should provide the basis for a comprehensive strike plan.

It should be remembered that any strike creates an environment which cannot be fully predicted. That environment may range from a low-key tranquil strike to one which is characterized by heated emotions and open hostility. Due to the fluidity of the strike environment and the range of diversity of institutions within the Washington State Community College System, any plan developed should be flexible and adjustable as changes dictate.

Pre-Strike Planning

In the event of a strike an operational plan is needed which will allow the administration to communicate quickly and accurately to students, staff and the community. Everyone will want to know:

1. What they are to do;
2. Why decisions are made;
3. How to do certain things;
4. Where they are to be;
5. When they are expected to be there;
6. Who will be responsible for what.

The Specific District Operations Checklist should provide all of the base information from which a strike plan could be developed.

SPECIFIC DISTRICT OPERATIONS CHECKLIST

Pre-Strike

___Check Board Policies
- ___Employee Duties
- ___Leave of Absence Policies
- ___Right to Withhold Pay of Striking Employees
- ___Right to Cut Off Fringe Benefit Payments
- ___Substitute Pay
- ___Termination of Organizational Rights (Dues, Deductions)

___Consider Revising Board Policies
- ___Substitute Pay for Part Time Faculty
- ___Emergency Employment of Personnel
- ___Extra Pay for Additional Duties During Strike

___Advise Board of Strike Possibility, Confirm Board Position on:
- ___Length of Strike Before Compromise
- ___Trying to Keep District Open
- ___Willingness to Close Down Operation if Necessary (Impasse)

___Establish Strike Committee

___Appoint Strike Coordinator

___Review Communications Procedures

___Develop Plan for Student Instruction
- ___Non-Striking Teachers
- ___Substitutes
- ___Retired Teachers
- ___Emergency Substitutes
- ___Administrators

___Develop Plan for Emergency Services; Discuss Situation With:

- ___Police
- ___Fire Department
- ___Telephone Company
- ___Food Service
- ___Plumbing Companies
- ___Water and Power Company
- ___Delivery Companies

___Require Remittance of

- ___Keys
- ___Roll Book
- ___Other (Specify)

___Prepare Emergency Communications System

- ___Telephone
- ___Radio (2-way)
- ___Courier Service
- ___Alternate Unlisted Phones at all Facilities

___Set Up Alternate System for Classified Services

- ___Janitorial
- ___Cafeteria
- ___Secretarial
- ___Mail
- ___Sanitation
- ___Printing

___Set Up Anti-Sabotage Materials Control

- ___A-V Materials
- ___Duplication Capabilities
- ___Other (Specify)

___Set Up Secetarial Pool

- ___To Do Necessary Calling
- ___To Type Memos and Communications
- ___To Answer Community Questions
- ___To Staff Offices When Needed

___Communications Center

- ___Hold Daily Meetings of All Administrative Staff to Brief on Progress and Procedures
- ___Prepare Written Directives
- ___Set Up a Telephone Network for Administrative Staff and Provide a Telephone Rumor Center Service to Alleviate Misinformation.

___Admissions/Student Personnel Services

- ___Develop Plan for Refunding
- ___Develop Plan for Drop
- ___Develop Plan for Discontinuation of Quarter

___Establish Police Protection

- ___For Students Crossing Picket Lines
- ___For Non-Strikers Crossing Picket Lines
- ___For School Buildings
- ___For Homes of District Officials

___ Disseminate Information to Administrators on Strike Procedures on a Need-to-Know Basis

Post-Strike

Post-strike management necessitates planning relative to the specific strike; however, as a settlement nears, the administration should consider specifying procedures that address the following issues:

- Notification of all parties on strike termination
- Method for minimizing differences between strikers and non-strikers
- Non-reprisal policy language
- Start-up methodologies
  - Total start-up, or
  - Phase-in
- Bookkeeping
  - Re-institution of fringe benefits
  - Salary adjustments
  - Settlement allowance
- Calendar Concerns
  - State mandates
  - Local settlement modifications
- Press Releases
- In-service Training of all Administrators
  - Contract changes
  - Visibility
  - Disagreements among staff

One cannot over-emphasize that the administration must develop a method for focusing major attention on the educational program. Of major importance is the visibility of the immediate supervisor and his/her willingness to moderate minor issues before they become major concerns. Lastly, the immediate supervisor must refuse to discuss any of the issues related to the strike or any activities that occurred during the strike. A climate of educational renewal with education as the focal point must be predominant.

Afterword

The material and process presented in Chapters 1-5 in no way represent a panacea for developing a sound collective bargaining agreement from the management perspective. However, these processes provide a methodology designed to unify and involve the management team. This emerging trend toward management team participation in decision-making is viewed as a key component for management to move toward an integrative, problem-solving, bargaining mode that emphasizes the utilization of human relationship skills with employee organizations.

GLOSSARY OF COLLECTIVE BARGAINING TERMS

Arbitration: Method of deciding a controversy under which parties to the controversy have agreed in advance to accept the award of a third party. Arbitration may be advisory or binding.

Checkoff: Arrangement under which an employer deducts from pay of employees the amount of union dues and turns over the proceeds to the treasurer of the union.

Closed Shop: Arrangement between an employer and a union under which only members of the union may be hired. **See Union Shop.**

Collective Bargaining: A method of determining conditions of employment by negotiation between representatives of the employer and union representatives of the employees. The results of the bargaining are set forth in a collective bargaining agreement. Collective bargaining, which determines conditions of employment for all workers in a bargaining unit, is to be distinguished from individual bargaining, which applies to negotiations.

Collective Bargaining Contract: A written agreement or contract that comes out of negotiations between an employer or a group of employers and a union. It sets out the conditions of employment (wages, hours, fringe benefits, etc.) and ways to settle disputes arising during the term of the contract. Collective bargaining agreements usually run for a definite period--one, two, or three years.

Conciliation: Efforts by third party toward the accomodation of opposing viewpoints in a labor dispute so as to effect a voluntary settlement.

Confidential Employee: The term "confidential employee" shall mean any employee who is engaged in personnel work in other than a purely clerical capacity, who has access to information subject to use by the board or its representatives in collective bargaining or employee relations, or who participates in collective bargaining or employee relations, or who participates in collective bargaining relations on behalf of the Board or its representatives.

Escalator Clause: Clause in collective bargaining contract requiring wage or salary adjustments at stated intervals in a ratio to changes in the Consumer Price Index (CPI).

Fact-Finding Boards: Agencies appointed, usually by a government official, to determine facts and make recommendations in major disputes.

Fringe Benefits: Term used to encompass items such as vacations, holidays, insurance, medical benefits, pensions, and other similar benefits that are given to an employee under his employment or union contract in addition to direct wages.

Grievance: A formal complaint usually lodged by an individual but sometimes by the union or management, concerning interpretation or application of a collective bargaining contract or traditional work practices. The method of dealing with individual grievances is through a grievance procedure negotiated in the union contract. If a grievance cannot be settled at the supervisory level, it is appealed to ever higher levels of management authority with the last avenue of appeal being grievance arbitration in most cases.

Grievance Procedure: A method of dealing with a complaint made by an individual or by union or management that allows the work place to continue operating without interruption. The complaint concerns an alleged violation, misinterpretation, or misapplication of a contract. The procedures generally provides for discussions of the grievance at progressively higher levels of management authority, with arbitration typically being the last step.

Impasse: That point in negotiations at which either party determines that no further progress can be made toward reaching an agreement. In the public sector, impasses are often resolved by the intervention of a neutral third party, such as a mediator, fact-finder, or an arbitrator.

Independent Union: Local labor organization not affiliated with a national organized union; union not affiliated with a national federation of unions.

Maintenance of Membership: Union-security agreement under which employees who are members of a union on specified date, or thereafter become members, are required to remain members during the term of the contract as a condition of employment.

Management-Rights Clause: Collective bargaining contract clause that expressly reserves to management certain rights and specifies that the exercise of those rights shall not be subject to the grievance procedure or arbitration.

Mediation: Offer of good offices to parties to a dispute as an equal friend of each; differs from conciliation in that mediator makes proposals for settlement of the dispute that have not been made by either party.

Meet and Confer: A particular labor-management relationship which gives public employees the right to organize and make recommendations to management but gives management the right to make the ultimate decision on terms and conditions of employment.

Recognition: The designation granted to an employee organization recognized or certified by the Board as the representative of the employees in an appropriate bargaining unit. Exclusive recognition gives the certified organization the right to arrive at collective agreements with management that apply to all employees of the unit and prohibits the employer from negotiating with any other union.

Reopener Clause: A provision in a collective bargaining agreement which states the time and circumstances under which certain parts of the agreement, usually wages, can be renegotiated before the agreement expires. A reopener clause usually provides for renegotiation at the end of a given time period.

Savings Clause: A collective bargaining agreement may also incorporate a savings clause so that if part of the agreement is held to be invalid or unenforceable, the rest of the contract will remain in effect.

Union Shop: A provision in a collective bargaining agreement in which the employer may hire anyone he chooses, but in which all workers must join the union within a specified period of time after being hired (typically 30 days) and must retain membership as a condition of continued employment. The courts have refined this obligation to mean only paying the normal dues and fees that a union member would pay.

Zipper Clause: A provision in a collective bargaining agreement that specifically states that the written agreement is the complete agreement of the parties and that anything not contained therein is not agreed to unless put into writing and signed by both parties following the date of the agreement. The zipper clause is intended to stop either party from demanding renewed negotiations during the life of the contract. It also works to limit the freedom of a grievance arbitrator who must make a decision based only on the contents of the written agreement.

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